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*Attorney for Plaintiff Alteon, Inc.*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

-----X  
ALTEON, INC.

Plaintiff,

v.

ADVANCED BIOLOGICS, L.L.C.,

Defendant.  
-----X

12-8-04  
Civil Action No. 04-6024  
(KSH)

**COMPLAINT  
AND JURY DEMAND**

Plaintiff Alteon, Inc. ("Alteon"), by its attorneys, Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C., for its Complaint against defendant Advanced Biologics, L.L.C. ("AB") alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for breach of contract arising out of AB's failure to perform its obligations under the Contract Research Organization Agreement by and between AB and Alteon, dated February 20, 2004 (the "Agreement"). Alteon seeks damages exceeding \$500,000 resulting from AB's breach.

**JURISDICTION AND VENUE**

2. This Court has original jurisdiction over this action under 28 U.S.C. § 1332, because the parties are citizens of different States and the amount in controversy exceeds the jurisdictional minimum.

3. Venue is proper in this district under 28 U.S.C. §§ 1391 because a substantial part of the events and omissions giving rise to Alteon's claims occurred in this district.

**THE PARTIES**

4. Alteon is a Delaware corporation with its principal place of business at 6 Campus Drive, Parsippany, NJ 07054.

5. Upon information and belief, AB is a Maryland limited liability company, with its principal place of business at 580 Union Square Drive, New Hope, PA 18938.

**FACTS COMMON TO ALL  
CLAIMS FOR RELIEF**

6. AB and Alteon entered into the Agreement on or about February 20, 2004.

7. On or about February 2004, Alteon paid to AB the sum of \$333,664.30 as partial payment of the amount owed under the Agreement.

8. Alteon fully performed its obligations under the Agreement.

9. The Agreement obligated AB, among other things, to dedicate seven Clinical Research Analysts ("CRA") and a lead CRA to Alteon's project. The tasks of the CRA's included recruiting and interviewing investigative sites for clinical studies involving a pharmaceutical.

10. The Agreement also obligated AB, among other things, to meet certain deadlines for the operational readiness of the investigative sites.

21. AB materially breached the agreement, entitling Alteon to terminate the Agreement.

22. As a direct and proximate result of AB's breaches, Alteon has been damaged in an amount to be calculated at trial but expected to exceed \$500,000.

WHEREFORE, Plaintiff Alteon seeks judgment as follows:

- A. Ordering defendant AB to pay as damages no less than \$500,000;
- B. Awarding Alteon its costs and attorneys' fees incurred in this action;
- C. Awarding Alteon pre-judgment interest; and
- D. Granting Alteon such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff Alteon demands trial of its causes of action herein before a jury.

Dated: December 8, 2004  
New York, New York

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY  
AND POPEO, P.C.

By: 

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